

EXECUTION COPY**ASSIGNMENT OF
PATENTS, INVENTIONS AND TECHNOLOGY****Background**

1. Robert L. Longardner ("Longardner") is an original inventor of the pending patent applications identified in Schedule A attached hereto and by this reference incorporated into this Agreement (the "Applications") and is an inventor of and/or was an owner of, or was in possession of rights in all presently existing inventions, whether or not patentable, discoveries, trade secrets, confidential information, and know-how relating to the production and development of Transformer Extenders (as defined in the License and Assignment Agreement dated as of April 6, 2001 between Trexco and The Dow Chemical Company) and all further and future developments thereof, including but not limited to those listed in Schedule A (collectively, the "Transformer Technology");
2. William Longardner ("William") is an original inventor of, and/or an owner of inventions in the Transformer Technology, including that set forth in Schedule A;
3. By virtue of assignments from Longardner and William, RW, Inc., an Indiana corporation ("Assignor"), is presently the owner of an undivided interest in the Applications, the Transformer Technology, the Related Applications (defined in this Agreement), and the Future Patents (defined in this Agreement);
4. Pursuant to the Letter of Intent entered into by Assignor, Longardner, and Anthony M. Visnesky, Jr., dated May 30, 2001 (the "Letter of Intent"), Assignor has agreed to assign to Trexco, LLC ("Trexco") its entire right, title, and interest in and to the Applications, the Transformer Technology, the Related Applications, and the Future Patents; and
5. To effectuate Assignor's assignment of its entire right, title, and interest in and to the Applications, the Transformer Technology, the Related Applications, and the Future Patents to Trexco, Assignor is executing this instrument of assignment.

Agreement

1. For ten (\$10) dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, and transfers to Trexco, its successors, assigns and legal representatives, its full and entire right, title, and interest in the United States and in all other countries of the world in and to:
 - (i) the Applications and the inventions disclosed and claimed therein;
 - (ii) the Transformer Technology, including all interests assigned to it by Longardner, William and any other entity or person;
 - (iii) all patent applications resulting from the Transformer Technology, any continuations, continuations-in-part, and any divisional applications thereof, and any continuations, continuations-in-part, and any divisional applications resulting from the Applications (collectively, the "Related Applications");
 - (iv) all patents which may be granted on the Applications or the Related Applications ("Future Patents"), and any reissue applications pertaining to any of the Applications or Future Patents, and any reissued Future Patents granted on such reissue applications, and any re-examinations of any of the Future Patents, the same to be held and enjoyed by Trexco for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Future Patents are or may be granted or reissued; and
 - (v) any and all causes of action and claims for damages by reason of infringement or misappropriation of any of the Applications, Related Applications, Future Patents or Transformer Technology, which causes of action and claims arose prior to the date of execution hereof, together with the right to sue for and collect the same for Trexco's own use, benefit and

enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

2. To further induce Trexco to accept this assignment, Longardner, William and Assignor hereby represent and warrant that:

- (i) Longardner is an original inventor of the Applications and Longardner and William are original inventors, are/were owners, or in possession of rights in the Transformer Technology, the Related Applications, and the Future Patents and had the right and authority to convey all such rights to Assignor;
- (ii) Assignor is an owner of an undivided interest in the Applications, the Transformer Technology, the Related Applications, and the Future Patents; and
- (iii) the Transformer Technology was not obtained fraudulently;
- (iv) no Applications or Related Applications are the subject of any interference, re-issue or re-examination proceedings in the United States Patent and Trademark Office;
- (v) none of the Transformer Technology is the subject of a pending claim, lien, encumbrance or lawsuit challenging its validity, enforceability or the rights conveyed herein;
- (vi) Longardner, William or Assignor have granted no licenses to any other party to use the Applications, the Transformer Technology, the Related Applications, or the Future Patents;
- (vii) no third party has asserted a claim of any ownership right, title, or interest in the Applications, the Transformer Technology, the Related Applications, or the Future Patents, or any other rights or interests therein which are or would be adverse to those of Trexco; and

- (viii) Longardner, William or Assignor are not a party to any prior agreement, nor have they made any informal commitment or reached any understanding, with any other person or legal entity relating to the Applications, the Transformer Technology, the Related Applications, or the Future Patents that would be breached or otherwise violated by the foregoing assignment of the Applications, the Transformer Technology, the Related Applications, or the Future Patents to Trexco.
3. Assignor agrees that Trexco will have the right to record this instrument of assignment in the United States Patent and Trademark Office and in any other governmental office so as to establish Trexco as owner of record of the Applications, the Transformer Technology, the Related Applications, and the Future Patents, and the inventions disclosed and claimed therein, as the case may be, in any country in the world.
4. Assignor agrees, at the request of Trexco and at Trexco's expense, to:
- (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and
 - (ii) fully cooperate with Trexco, as reasonably required, to enable Trexco to duly record this instrument of assignment with the United States Patent and Trademark Office and any other governmental office so that Trexco's ownership of the Applications, the Transformer Technology, the Related Applications, and the Future Patents, and the inventions disclosed and claimed therein, is duly made of record in the United States and any other country.

Dated: as of October 25, 2001

Robert L. Longardner
Robert L. Longardner

State of Illinois)
Country of Cook) SS

On this 25th day of October, 2001, before me, Betty Ann Thorsen, the undersigned Notary Public, personally appeared Robert L. Longardner.

_____ personally known to me OR

X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Betty Ann Thorsen
Notary Signature

Dated: as of October 25, 2001

William Longardner
William Longardner

Indiana
State of ~~Illinois~~)
County of ~~Cook~~) SS
Marion

On this 25th day of October, 2001, before me, William Longardner, the undersigned Notary Public, personally appeared William Longardner.

X personally known to me OR

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amyl Begley
Notary Signature

AMYL BEGLEY
COMMISSION EXPIRES: 4-22-09
COUNTY OF RESIDENCE: MARION

SCHEDULE A

Title	Appln. No.	Filing Date	Country	Inventors
Phase Change Material Heat Exchanger with Heat Energy Transfer Elements Extending Through the Phase Change Material	09/607853	6/30/00	U.S.	Robert Longardner
Apparatus and Method for Cooling Power Transformer	PCT/US00/131810	11/17/00	PCT	Robert Longardner Anthony Visnesky
Load Shift for Cooling Tower				Robert Longardner William Longardner

EXHIBIT B



EXECUTION COPY

ASSIGNMENT OF
PATENTS, INVENTIONS AND TECHNOLOGY

Background

1. Anthony M. Visnesky, Jr. ("Assignor") is an original inventor of the pending patent applications identified in Schedule A attached hereto and by this reference incorporated into this Agreement (the "Applications") and is an inventor of and/or is an owner of, or is in possession of rights in all presently existing inventions, whether or not patentable, discoveries, trade secrets, confidential information, and know-how relating to the production and development of Transformer Extenders (as defined in the License and Assignment Agreement dated as of April 6, 2001 between Trexco and The Dow Chemical Company) and all further and future developments thereof, including but not limited to those listed in Schedule A (collectively, the "Transformer Technology");
2. Pursuant to the Letter of Intent entered into by Assignor dated May 30, 2001 (the "Letter of Intent"), Assignor has agreed to assign to Trexco, LLC ("Trexco") his entire right, title, and interest in and to the Applications, the Transformer Technology, the Related Applications (as defined below), and the Future Patents (as defined below); and
3. To effectuate Assignor's assignment of its entire right, title, and interest in and to the Applications, the Transformer Technology, the Related Applications, and the Future Patents to Trexco, Assignor is executing this instrument of assignment.

Agreement

1. For ten (\$10) dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, and transfers to Trexco, its successors, assigns and legal representatives, his full and entire right, title, and interest in the United States and in all other countries of the world in and to:
- (i) the Applications and the inventions disclosed and claimed therein;
 - (ii) the Transformer Technology, including all interests assigned to him by any other entity or person;
 - (iii) all patent applications resulting from the Transformer Technology, any continuations, continuations-in-part, and any divisional applications thereof, and any continuations, continuations-in-part, and any divisional applications resulting from the Applications (collectively, the "Related Applications");
 - (iv) all patents which may be granted on the Applications or the Related Applications ("Future Patents"), and any reissue applications pertaining to any of the Applications or Future Patents, and any reissued Future Patents granted on such reissue applications, and any re-examinations of any of the Future Patents, the same to be held and enjoyed by Trexco for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Future Patents are or may be granted or reissued; and
 - (v) any and all causes of action and claims for damages by reason of infringement or misappropriation of any of the Applications, Related Applications, Future Patents or Transformer Technology, which causes of action and claims arose prior to the date of execution hereof, together with the right to sue for and collect the same for Trexco's own use, benefit and

enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

2. To further induce Trexco to accept this assignment, Assignor hereby represents and warrants that:

- (i) Assignor is an original inventor of the Applications and is the original inventor, or in possession of rights in the Transformer Technology, the Related Applications, and the Future Patents and has the right and authority to convey all such rights to Trexco;
- (ii) Assignor is an owner of an undivided interest in the Applications, the Transformer Technology, the Related Applications, and the Future Patents; and
- (iii) the Transformer Technology was not obtained fraudulently;
- (iv) no Applications or Related Applications are the subject of any interference, re-issue or re-examination proceedings in the United States Patent and Trademark Office;
- (v) none of the Transformer Technology is the subject of a pending claim, lien, encumbrance or lawsuit challenging its validity, enforceability or the rights conveyed herein;
- (vi) Assignor has granted no licenses to any other party to use the Applications, the Transformer Technology, the Related Applications, or the Future Patents;
- (vii) no third party has asserted a claim of any ownership right, title, or interest in the Applications, the Transformer Technology, the Related Applications, or the Future Patents, or any other rights or interests therein which are or would be adverse to those of Trexco; and

- (viii) Assignor is not a party to any prior agreement, nor has he made any informal commitment or reached any understanding, with any other person or legal entity relating to the Applications, the Transformer Technology, the Related Applications, or the Future Patents that would be breached or otherwise violated by the foregoing assignment of the Applications, the Transformer Technology, the Related Applications, or the Future Patents to Trexco.
3. Assignor agrees that Trexco will have the right to record this instrument of assignment in the United States Patent and Trademark Office and in any other governmental office so as to establish Trexco as owner of record of the Applications, the Transformer Technology, the Related Applications, and the Future Patents, and the inventions disclosed and claimed therein, as the case may be, in any country in the world.
4. Assignor agrees, at the request of Trexco and at Trexco's expense, to:
- (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and
 - (ii) fully cooperate with Trexco, as reasonably required, to enable Trexco to duly record this instrument of assignment with the United States Patent and Trademark Office and any other governmental office so that Trexco's ownership of the Applications, the Transformer Technology, the Related Applications, and the Future Patents, and the inventions disclosed and claimed therein, is duly made of record in the United States and any other country.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

ANTHONY M. VISNESKY, JR.
(ASSIGNOR)

Dated: as of Oct 12, 2001

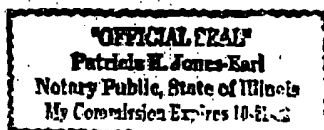
Name: Anthony M. Visnesky Jr

State of Illinois)
County of Sangamon) SS

On this 10 day of Oct, 2001, before me, Patricia K Jones-Earl, the undersigned Notary Public, personally appeared Anthony M Visnesky Jr

X personally known to me OR

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia K Jones Earl
Notary's Signature

SCHEDULE A

Title	Appln. No.	Filing Date	Country	Inventors
Apparatus and Method for Cooling Power Transformer	PCT/US00/131810	11/17/00	PCT	Robert Longardner Anthony Visnesky